

CENTER FOR DISABILITY ACCESS
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Attorney for Defendants

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Samuel Love,

Plaintiff,

v.

**Mehdi S. Siadat;
Lorraine D. Siadat;
Siadat Enterprises, Inc.,** a California
Corporation; and Does 1-10,

Defendants.

Case No. **3:18-CV-04074-SI**

**CONSENT DECREE AND ~~[PROPOSED]~~
ORDER**

Hon. Susan Illston

TO THE COURT, ALL INTERESTED PARTIES AND ATTORNEYS OF RECORD:

1 1. Plaintiff Samuel Love SAMUEL LOVE filed this action (known as Case No. 3:18-
2 CV-04074-SI) against Defendants seeking money damages and injunctive relief for, *inter alia*,
3 violations of the Americans with Disabilities Act of 1990 (the "ADA") and corresponding state
4 law claims, in the United States District Court for the Northern District of California on July 9,
5 2018. Dkt.1. Defendants Mehdi S. Siadat, Lorraine D. Siadat and Siadat Enterprises, Inc., a
6 California Corporation ("Defendants") filed their Answer to the Complaint on August 17,
7 2018. Dkt.8.

8 2. Defendants and Plaintiff (collectively sometimes referred to herein as the
9 "Parties" or separately as a "Party") wish to settle the portion of the case relating to issues of
10 injunctive relief and hereby desire to enter into this Consent Decree. The Parties hereby enter
11 into this Consent Decree and Order for the purpose of resolving certain specified aspects of
12 the lawsuit without the need for protracted litigation, and without the admission of any
13 liability as to: (a) the amount of damages to which Plaintiff may be entitled or (b) the amount of
14 attorneys' fees to which Plaintiff may be entitled.

15
16 **JURISDICTION:**

17 3. The Parties agree that the Court has jurisdiction of this matter for alleged
18 violations of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. and
19 pursuant to supplemental jurisdiction under 28 U.S.C. §1367(a) for alleged violations of
20 California Civil Code §§51 and 54 et. seq.

21 4. In order to avoid the costs, expense, and uncertainty of protracted litigation, the
22 Parties agree to entry of this Order to resolve all claims regarding injunctive relief raised in the
23 above-entitled Action. Accordingly, the Parties agree to the entry of the proposed Order
24 related to this Consent Decree without trial or further adjudication of the issues addressed
25 herein.

26
27 **NO DISMISSAL OF ACTION REQUESTED:**

1 5. As noted herein, monetary issues are still at issue and accordingly the Parties do
2 not request that the Honorable Court dismiss the action as these issues may still proceed to
3 trial.

4
5 **WHEREFORE**, the Parties hereby agree and stipulate to the Court's entry of this
6 Consent Decree and Order, which provides as follows:

7
8 **SETTLEMENT OF INJUNCTIVE RELIEF:**

9 6. This Order shall be a full, complete, and final disposition and settlement of
10 Plaintiff's claims against Defendants and any other parties for injunctive relief that have
11 arisen out of the acts and/or omissions alleged, or which could have been alleged, in the
12 subject Complaint.

13 7. The Parties agree and stipulate that the corrective work will be performed in
14 compliance with the standards and specifications for disabled access as set forth in the
15 California Code of Regulations, Title 24-2, and the 2010 Americans with Disabilities Act
16 Standards, unless other standards are specifically agreed to in this Consent Decree and Order.

17 8. Remedial Measures: The corrective work agreed upon by the Parties is attached
18 here to as Exhibit "A". Defendants agree to undertake all of the remedial work set forth
19 therein.

20 9. Timing of Injunctive Relief: Exhibit "A" also includes the estimated timeframe
21 for completing the work described therein. In the event that unforeseen difficulties prevent
22 Defendant from completing any of the agreed-upon injunctive relief within the timeframes
23 specified, Defendant or his counsel will notify Plaintiff's counsel, in writing, within fifteen (15)
24 days after discovering any such difficulties. Defendant, or his counsel, will promptly notify
25 Plaintiff's counsel when the corrective work is complete, and in any case, will provide a status
26 report on or before October 31, 2019.

1 **ISSUES RELATED TO DAMAGES, ATTORNEYS FEES, LITIGATION**
2 **EXPENSES, AND COSTS REMAIN UNRESOLVED:**

3 10. The Parties have not reached an agreement regarding Plaintiff's claims for
4 damages, attorneys' fees, litigation expenses and costs in this Action (collectively, the
5 "Unresolved Issues"). These Unresolved Issues shall be the subject of further negotiation,
6 settlement, litigation, and/or motions to the Court. Should the Parties later reach an
7 agreement regarding the Unresolved Issues, the terms of that agreement will be set forth in a
8 separate settlement agreement. Nothing set forth herein shall be deemed to in any way limit or
9 effect a waiver of either of Plaintiff's past, present, or future rights and/or remedies to recover
10 damages, attorneys' fees, litigation expenses, or costs in connection with each of his alleged
11 losses, costs, damages, claims, and causes of action as set forth in each of the operative
12 Complaints or otherwise.

13
14 **ENTIRE CONSENT ORDER:**

15 11. This Consent Decree and Order and Exhibit "A" to the Consent Decree, which
16 is incorporated herein by reference as if fully set forth in this document, constitute the entire
17 agreement between the signing Parties on all matters of injunctive relief, and no other
18 statement, promise, or agreement, either written or oral, made by any of the Parties or agents
19 of any of the Parties, that is not contained in this written Consent Decree and Order, shall be
20 enforceable regarding the matters of injunctive relief specifically described herein.

21
22 **TERM OF THE CONSENT DECREE AND ORDER:**

23 12. This Consent Decree and Order shall be in full force and effect for a period of
24 twenty-four (24) months after the date of entry of this Consent Decree and Order, or until the
25 injunctive relief contemplated by this Order is completed, whichever occurs later. The Court
26 shall retain jurisdiction of this action to enforce provisions of this Order for twenty-four (24)

1 months after the date of this Consent Decree, or until the relief contemplated by this Order is
2 completed, whichever occurs later.

3
4 **SEVERABILITY:**

5 13. If any term of this Consent Decree and Order is determined by any court to be
6 unenforceable, all other terms of this Consent Decree and Order shall nonetheless remain in
7 full force and effect.

8
9 **SIGNATORIES BIND PARTIES:**

10 14. Signatories on the behalf of the Parties represent that they are authorized to bind
11 the Parties to this Consent Decree and Order. This Consent Decree and Order may be signed
12 in counterparts and a facsimile or e-mail signature shall have the same force and effect as an
13 original signature.

14 15. Electronic signatures may also bind the Parties and/or their representative(s) as
15 set forth in all applicable Local Rules. The undersigned counsel for Plaintiff does hereby attest
16 that all electronic signatures are affixed only with the express written permission of the
17 signatory.

18
19 Respectfully Submitted,

20
21 Dated: January 4, 2019

CENTER FOR DISABILITY ACCESS

22
23 By: /s/ Prathima Reddy Price
24 Prathima Reddy Price, Esq.
25 Attorney for Plaintiff

26 Dated: January 4, 2019

GREENAN, PEFFER, SALLANDER & LALLY LLP

27
28 By: /s/Helen H. Chen

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Helen H. Chen, Esq.
Attorneys for Defendants

ELECTRONIC CASE FILING ATTESTATION

I, Prathima Reddy Price, am the ECF user whose identification and password are being used to file the foregoing documents. Pursuant to Civil Local Rule 131(e), I hereby attest that concurrence in the filing of these documents has been obtained from each of its Signatories.

Dated : January 4, 2019

/s/ Prathima Reddy Price

Prathima Reddy Price, Esq

ORDER

Good cause appearing the Consent Decree is SO ORDERED.

Dated: 1/9/19



Honorable Susan Illston
United States District Judge

EXHIBIT “A” TO CONSENT DECREE

The following use of abbreviations shall be used herein:

ADAS: Americans with Disabilities Act Standards (as set forth in 28 CFR part 36, subpart D and as required thereby integrating the construction guidelines set forth in 36 CFR part 1191, Appendices B and D)

AFF: Above Finish Floor

CBC: California Building Code (California Code of Regulations, Title 24-2)

As used in this Exhibit “A”, the term “Fully Compliant” shall indicate that the feature, fixture, space or improvement in question shall be designed and/or constructed and/or installed to meet all applicable requirements of: (i) ADAS and (ii) the currently enforceable and relevant provisions of the CBC.

As used in this Exhibit “A”, the term “Facility” shall refer to Chevron Gas Station, located at or about 512 El Camino Real, San Bruno, California.

Any capitalized term(s) used herein, but not defined within this Exhibit “A,” shall have the same meaning ascribed to said term(s) in the Consent Decree.

Defendant shall undertake the following actions, alterations and modification to the Facility:

Defendant agree that the remedies and alterations set forth and agreed to herein relate to existing inaccessible conditions at the time of the filing of Plaintiff’s Complaint and further agree that they shall neither construct nor create an inaccessible condition that does not currently exist in undertaking any of the remedies and alterations agreed to herein. For purposes of illustration only, if Defendant is relocating a paper towel dispenser, they shall not locate it in a position that fails to provide a required height limitation.

On or before October 31, 2019, Defendant agrees that they shall make the following modifications and alterations with respect to Facility:

Exhibit “A”

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1. PARKING

- a. Defendants shall provide one (1) Fully Compliant van accessible parking space and access aisle in the parking lot for the Facility (based on less than 25 total spaces). Without limiting the generality of the foregoing, the van accessible space and access aisle shall be designed and constructed so that:
(i) neither the parking space nor the access aisle serving the space shall demonstrate surface slopes in excess of 2.083% and (ii) the space and access aisle shall demonstrate all appropriate dimensions, striping, surface identification and parking signs necessary to create a Fully Compliant parking environment. Defendants are specifically cautioned that the access aisle must be on the passenger side of the van accessible space.
- b. Defendants shall assure that the above required space and the access aisle shall be located at the closest possible point to the accessible entrance(s) to the Facility.
- c. Defendants shall cause all required signage, including tow-away signage, to be properly mounted and displayed.

Defendants shall assure a clear, unobstructed Fully Compliant path of travel, demonstrating surface slopes as follows:

- a. WALKs that conform to ADAS 403.3 and CBC 11B-403.3, including but not limited to running slopes of maximum 5.0% and cross-slopes of maximum 2.083%.
- b. CURB RAMPS that conform to ADAS 406 and CBC 11B-406, including but not limited to running slopes of maximum 8.33% and cross-slopes of maximum 2.083%.